

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:

CHAPTER 7

MARK B. TOMCO

CASE NO. 17-16020

Debtor

JUDGE JESSICA E. PRICE SMITH

TRUSTEE'S NOTICE OF INTENT TO SELL REAL PROPERTY
FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES
AND NOTICE OF OPPORTUNITY TO OBJECT
(3519 Kneirim Drive, Lorain, OH 44053)

Waldemar J. Wojcik, the duly appointed and acting Trustee in the within Bankruptcy Estate, by and through counsel, gives notice pursuant to 11 U.S.C. §363(b)(1), 363(h) and Bankruptcy Rules 6004 and 2002(a)(2), of his intent to sell the entire interest of this Estate and of the Debtor, Mark B. Tomco, in certain real property identified by this Trustee in his 11/29/2017 Motion for Authority to Sell and the 1/23/2018 Order granting same to Richard F. Markoski and Brian Machor, at private sale for \$67,000.00, pursuant to the terms in the attached Purchase and Sale Agreement (See Exhibit "A", pages 1 through 9). The real property to be sold consists of a single family residential home located at 3519 Kneirim Drive, Lorain, OH 44053, bearing Permanent Parcel No. 02-02-012-103-030, and the legal description for which is as follows (hereinafter "the real property"):

Situated in the City of Lorain, County of Lorain and State of Ohio: and further known as being Sublot No. 25 in Kneirim Drive Homes Allotment of part of Original Black River Township Lot No. 12, Tract No. 2, as shown by the recorded plat in Volume 14 of Maps, Page 26 of Lorain County Records.

Said real property is admittedly subject to a mortgage held by Nationstar Mortgage, LLC, dba Mr. Cooper, as recorded with the Lorain County Recorder on October 11, 2013 upon which \$35,290.47 plus interest at 4.625% from and after 3/13/17 is claimed to be due and owing. Said mortgagee has previously consented to private sale of the real property provided its mortgage is paid from the proceeds of sale.

The real property being sold is a rental property and is therefore not subject to any homestead or any other available or asserted exemption.

Trustee believes that it is in the best interest of this Estate to accept the offer from Richard F. Markoski and Brian Machor, and to proceed with the sale of this Estate's entire interest in the aforescribed real property by Trustee's Deed of Conveyance to said Buyers according to the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit "A." Trustee anticipates that this proposed sale will facilitate a 100% distribution to unsecured creditors, plus excess funds back to the Debtor.

As a creditor or other party in interest, you have the right to appear and be heard with respect to Trustee's proposed sale. Any objection thereto must be made in writing, must be filed with the Clerk of the Bankruptcy Court at 201 Superior Ave., Cleveland, OH 44114, and must be served upon the undersigned as Trustee not later than MARCH 27, 2018. In the event any objection is timely filed, a hearing will be scheduled thereon at the convenience of the Court. In the absence of any timely filed objection, the Trustee will proceed with and consummate the proposed sale in accordance with the terms and conditions set forth herein and the attachments hereto, without any hearing.

WHEREFORE, Waldemar J. Wojcik, Trustee, gives notice thorough counsel of his intent to sell this Estate's and the Debtor's entire interest in the real property identified and described hereinabove, free and clear of all liens, claims and encumbrances, including those of all creditors claiming through this Estate, to Richard F. Markoski and Brian Machor for the gross purchase price of \$67,000.00, all in accordance with the Purchase Agreement attached hereto as Exhibit "A" and this Court's 1/23/2018 Order granting Trustee's 11/29/2017 Motion for Authority to Sell Real Property.

Respectfully submitted,

Waldemar Wojcik Co., L.P.A.

/s/ Waldemar J. Wojcik

WALDEMAR J. WOJCIK, (0021824)
Attorney for Trustee
526 Superior Avenue, Suite 211
Cleveland, Ohio 44114
Phone: (216) 241-2628
Fax: (216) 373-2392



RESIDENTIAL PURCHASE AGREEMENT
OFFER, RECEIPT AND ACCEPTANCE



1 BUYER: The undersigned Richard F. MARKOSKI and BRIAN MACHO offers to buy the
2 PROPERTY: Located at 3519 Kneirim DR
3 City LORAIN Ohio, Zip Code 44053
4 Permanent Parcel No 02-02-02-103-030 and further described as being: A 3 Bedroom
5 2 full bath single family home w/ 2 CAR GARAGE
6 The property, which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are
8 now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds,
9 awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and
10 control unit, smoke detectors, garage door opener(s) and remote controls; all permanently attached carpeting. The
11 following selected items shall also remain: ☐ satellite dish; ☐ range and oven; ☐ microwave; ☐ kitchen refrigerator;
12 ☐ dishwasher; ☐ washer; ☐ dryer; ☐ radiator covers; ☐ window air conditioner; ☐ central air conditioning; ☐ gas
13 grill; ☐ fireplace tools; ☐ screen, ☐ glass doors and ☐ grate; ☐ all existing window treatments; ☐ ceiling fan(s);
14 ☐ wood burner stove inserts; ☐ gas logs; and ☐ water softener. Also included: _____
15
16 Fixtures NOT Included: _____
17
18 PRICE: Buyer shall pay the sum of \$167,000
19 Earnest money payable to _____ in the amount of \$ _____
20 In the form of a ☐ check ☐ other _____ which shall be
21 redeemed immediately upon receipt of a binding agreement (as defined
22 on lines 201-211) and ☐ _____
23 Balance of cash to be deposited in escrow _____ \$ _____
24 Mortgage loan to be obtained by Buyer _____ \$ _____
25 ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other
26 Seller to contribute \$3500.00 towards closing cost
27 prepaids and any other allowable fees
28 FINANCING: Buyer shall make a written application for the above mortgage loan and provide documentation to
29 Seller of said application within 30 days and shall obtain a commitment for that loan no later than
30 55 days after acceptance of this offer. If the closing date cannot occur by the date of closing due to
31 any government regulation or lender requirement, the date of closing shall be extended for the period necessary
32 to satisfy these requirements, not to exceed fourteen (14) business days. At the Seller's written election, if,
33 despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement shall be null and
34 void. Upon signing of a mutual release by Seller and Buyer, the earnest money deposit shall be returned to the
35 Buyer without any further liability of either party to the other or to the Brokers and their agents. (see line 201)
36 CLOSING: All funds and documents necessary for the completion of this transaction shall be placed in escrow
37 with the lending institution or escrow company on or before APRIL 30, 2018 and title shall be
38 recorded on or about APRIL 30, 2018 SOONER
39 POSSESSION: Seller shall deliver possession to Buyer of the property within 0 days by 5 (time),
40 ☐ AM ☒ PM after the title has been recorded. Subject to Buyer's rights, if any, the premises may be occupied by
41 the Seller free for _____ days. Additional _____ days at a rate of \$ _____ per day. Insurance coverage

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BUYER'S INITIALS AND DATE
RM 2/22/18

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: August 2015

SELLER'S INITIALS AND DATE
UAM 2/24/18

RE/MAX Crossroads, 17149 Southpark Center Strongsville OH 44136
Patty Clark

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Phone: (440) 331-3870

Fax:

N Sedgwick



Property Address: 3518 Kneirmin DR. LORAIN OH 44053

and payment and collection of fees for use and occupancy after recording of title are the sole responsibility of Seller and Buyer.

TITLE: Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. Seller shall furnish an Owner's Fee Policy of Title Insurance in the amount of the purchase price from Republic Title. Seller shall have thirty (30) days after notice to remove title defects. If unable to do so, Buyer may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this agreement, in which case neither Buyer, Seller nor any broker shall have any further liability to each other, and both Buyer and Seller agree to sign a mutual release, releasing earnest money to Buyer. (see line 201)

PRORATIONS: General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents, collected or uncollected, shall be prorated as of the date the title has been recorded. Taxes and assessments shall be prorated based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value of the property as of the date the title has been recorded and pay the current taxes due to the date the title has been recorded. If the property being transferred is new construction and recently completed or in the process of completion at the time the agreement was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the value of the improved property to the date the title has been recorded and reserve sufficient funds in escrow from Seller's net proceeds to pay those taxes when they become due and payable after the title has been recorded. The escrow agent is instructed to release the balance of the funds on reserve to Seller once they receive notice from the local county auditor that the taxes on the land and improvements have been paid in full to the date the title has been recorded. Buyer acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. Seller agrees to reimburse Buyer directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date the title has been recorded. Seller is not aware of any proposed taxes or assessments, public or private, except the following:

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
☐ Buyer ☐ Seller agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS: This agreement shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance.

Seller shall pay the following costs through escrow: a) deed preparation b) real estate transfer tax, c) any amount required to discharge any mortgage, lien or encumbrance not assumed by Buyer, d) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance, e) pro-rations due Buyer, f) Broker's commissions, g) one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by Buyer in which case Seller shall pay the entire escrow fee), and h) \$150.00 Tenant security deposits, if any, shall be credited in escrow to the Buyer. The escrow agent shall withhold \$

from the proceeds due Seller for payment of Seller's final water and sewer bills. Seller shall pay all utility charges to date of recording of title or date of possession whichever is later.

Buyer shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, d) \$250 fee to RE/MAX Greengrass. If the closing date cannot occur by the date of closing due to any government regulation or lender requirement, the date of closing shall be extended for the period necessary to satisfy these requirements, not to exceed fourteen (14) business days. The Selling and Listing Brokers request and the Seller(s) and Buyer(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed, Buyers and Sellers, Closing Disclosures and/or Settlement Statements, if applicable, to their respective Broker(s) listed on this Agreement promptly after closing, which Brokers may disburse to other parties to the transaction.

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BUYER'S INITIALS AND DATE

BMM 2-22-18
2/24/18

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: August 2015

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SELLER'S INITIALS AND DATE

WAW 2/24/18
N Sedgewick

Property Address: 3519 Kneerim DR LORAIN OH 44053

HOME WARRANTY: Buyer acknowledges that Limited Home Warranty Insurance Policies are available and that such policies have deductibles, may not cover pre-existing defects in the property, and have items excluded from coverage. Broker may receive a fee from the home warranty provider. Buyer ☒ does ☐ does not elect to secure a Limited Home Warranty Plan issued by America's Preferred Home Warranty. The cost of \$ 435.00 shall be paid by ☐ Buyer ☐ Seller through escrow.

INSPECTION: This agreement shall be subject to the following inspection(s) by a qualified inspector of Buyer's choice within the specified number of days from acceptance of binding agreement. Buyer assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If Buyer does not elect inspections, Buyer acknowledges that Buyer is acting against the advice of Buyer's agent and Broker. Buyer understands that all real property and improvements may contain defects and conditions that are not readily apparent and which may affect a property's use or value. Buyer and Seller agree that the Broker(s) and their agent(s) do not guarantee and in no way assume responsibility for the property's condition. Buyer acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent inquiry of the Seller or Buyer's inspectors regarding the condition and systems of the property.

Inspections required by any state, county, local government or FHA/VA do not necessarily eliminate the need for the inspections listed below.

Waiver: RM 2/24/18 (initials) Buyer elects to waive each professional inspection to which Buyer has not indicated "yes". Any failure by Buyer to perform any inspection indicated "yes" herein is a waiver of such inspection and shall be deemed absolute acceptance of the property by Buyer in its "as is" condition.

Choice	Inspections	Expense
Yes No		BUYER SELLER
<input type="checkbox"/> <input checked="" type="checkbox"/>	GENERAL HOME _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WELL WATER days from acceptance of Agreement (<input type="checkbox"/> flow, <input type="checkbox"/> potability)	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	RADON days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	MOLD days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	PEST/ _____ days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	WOOD DESTROYING INSECTS	<input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> <input checked="" type="checkbox"/>	OTHER days from acceptance of Agreement	<input type="checkbox"/> <input type="checkbox"/>

(list other inspections)

Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

- Remove the inspection contingency and accept the property in its "as is" present physical condition. If the property is accepted in its "as is" present physical condition, Buyer agrees to sign an Amendment to the Residential Purchase Agreement removing the inspection contingency and this agreement will proceed in full force and effect; OR
- Accept the property subject to Seller agreeing to have specific items that were identified in a written inspection report, if requested, repaired by a qualified contractor in a professional manner at Seller's expense. If the property is accepted subject to the Seller repairing specific defects, Buyer agrees to provide Seller with a copy of all inspection reports, if requested, and sign an Amendment to the Residential Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. Seller and Buyer have five (5) days from Seller's receipt of the written list of defects and the inspection report(s), if requested, to agree in writing which defects, if any, will be corrected at Seller's expense. If a written agreement is not signed by Seller and Buyer within those five (5) days, this agreement is null and void and Seller and Buyer agree to sign a mutual release, with the earnest money being returned to the Buyer. (see line 201) The Buyer and Seller can mutually agree in writing to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. Seller agrees to provide reasonable access to the property for Buyer to review and approve any conditions corrected by Seller, OR

Page 3 of 8 BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: August 2016

SELLER'S INITIALS AND DATE

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N Sedgewick

Property Address:

3519 Kneirum DR LORAIN OH 44053

c. Terminate this agreement if written inspection report(s) identify material latent defects not previously disclosed in writing by the Seller and/or any cooperating real estate broker. If Buyer elects to terminate this agreement based upon newly discovered material latent defects in the property, Buyer agrees to provide a copy of the written inspection report(s), if requested, to the Seller, and both parties agree to sign a mutual release. The earnest money will be returned to the Buyer without any further liability of either party to the other or to the broker(s). (see line 201)

MEGAN'S LAW Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's sex offender law. The Buyer acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. Buyer agrees to assume the responsibility to check with the local sheriff's office for additional information. Buyer will rely on Buyer's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on Seller or any real estate agent involved in the transaction to determine if a sex offender resides in the area of any property Buyer may purchase.

CONDITION OF PROPERTY: Buyer has examined the property and agrees that the property is being purchased in its "As Is" Present Physical Condition including any defects disclosed by the Seller on the Ohio Residential Property Disclosure Form or identified by any inspections requested by either party or any other forms or addenda made a part of this agreement. Seller agrees to notify Buyer in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. Buyer has not relied upon any representations, warranties, or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this agreement or on the Residential Property Disclosure Form.

- ☒ 1. Buyer acknowledges receipt of completed Residential Property Disclosure Form from Seller
- ☐ 2. Buyer has not received Residential Property Disclosure Form and Seller agrees to deliver to Buyer a copy of the completed Residential Property Disclosure Form within three (3) days after acceptance unless the sale of the property is exempt by Ohio Revised Code 5302.30 from the use of the form.

Seller shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of recording of title, or restoration of utilities, whichever is sooner. Seller agrees to comply with any and all local governmental point of sale laws and/or ordinances. Seller will promptly provide Buyer with copies of any notices received from governmental agencies to inspect or correct any current building code or health violations. If applicable, Buyer and Seller have five (5) days after receipt by Buyer of all notices to agree in writing which party will be responsible for the correction of any building code or health violation(s). If Buyer and Seller cannot agree in writing, this Agreement can be declared null and void by either party. In that event Seller and Buyer agree to sign a mutual release with instruction to the Broker on disbursement of the earnest money. (see line 201)

REPRESENTATIONS AND DISCLAIMERS: Buyer acknowledges that the Seller completed the Residential Property Disclosure Form unless otherwise stated above and Seller has not made any representations or warranties, either expressed or implied, regarding the property, (except for the Ohio Residential Property Disclosure Form, if applicable), and agrees to hold the Brokers and their agents harmless from any misstatements or errors made by the Seller on the form. Buyer also acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information provided by the Seller on that form. Buyer hereby acknowledges that any representation by Seller or the real estate agent(s) regarding the square footage of the rooms, structures or lot dimensions, homeowner's fees, public and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed. Please list any and all verbal representations made by Brokers or their agents that you relied upon when purchasing this property. (if none, write "none")

NONE

DAMAGE: If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase price prior to title transfer, Buyer may either a) accept the insurance proceeds for said damage and complete this transaction or b) terminate this agreement and receive the return of all deposits made. In that event, Seller and Buyer agree to sign a mutual release, with instruction to the Broker on disbursement of the earnest money on deposit (see line 201). If such damage is less than ten percent of the purchase price, Seller shall restore the property to its prior condition and Buyer agrees to complete the purchase of the Property.

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BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: August 2015

SELLER'S INITIALS AND DATE

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N Sedgewick

Property Address: 3519 Kneirim DR LORAIN OH 44053

191 **ADDENDA:** The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form ☒ Residential
192 Property Disclosure ☐ VA ☒ FHA ☒ FHA Home Inspection Notice ☐ Secondary Offer ☐ Condominium ☐ Short
193 Sale ☐ House Sale Contingency ☐ House Sale Concurrence ☐ Lead-Based Paint (required if built before 1978)
194 ☐ Homeowner's Association ☐ Affiliated Business Arrangement Disclosure Statement ☒ Walk-Through Addendum
195 ☐ Other

196 are made part of this Agreement. The terms and conditions of any addenda will supersede any conflicting
197 terms in the Purchase Agreement.

198 **ADDITIONAL TERMS:** Purchase Contingent on Bankruptcy
199 Court APPROVAL prior to closing
200 See Also attached ADDENDUM

201 **EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the
202 earnest money in the Broker's trust account, the Broker is required by Ohio law to maintain such funds in a trust
203 account until the Broker receives (a) written instructions signed by the parties specifying how the earnest money is
204 to be disbursed or (b) a final court order that specifies to whom the earnest money is to be rewarded. If within two
205 years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided
206 the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been
207 filed, the Broker shall return the earnest money to the purchaser with no further notice to the Seller.
208 In all events, at closing of the transaction, the broker shall have the right to apply earnest money being held by
209 broker against the real estate commission owed the broker as a result of said closing. If said earnest money
210 exceeds commission due Broker, the amount over the commission due Broker shall be sent to the escrow agent
211 or if requested by Seller, the total earnest money shall be sent to the Escrow Agent.

212 **BINDING AGREEMENT:** Upon written acceptance, then either written or verbal notice of such acceptance to the
213 last-offering party, this offer and any addenda listed above shall become a legally binding agreement upon Buyer
214 and Seller and their heirs, executors, administrators and assigns and shall represent the entire understanding of the
215 parties regarding this transaction. All counter-offers, amendments, changes or deletions to this Agreement shall be
216 in writing and be signed/initialed by both Buyer and Seller. Facsimile and/or scan and e-mail signatures shall be
217 deemed binding and valid. This Agreement shall be used as escrow instructions subject to the Escrow Agent's
218 usual conditions of acceptance. If there is any conflict between the escrow's conditions of acceptance and this
219 Agreement, the terms of this Agreement shall prevail. For purposes of this Agreement, "days" shall be defined as
220 calendar days.

221 This Agreement is a legally binding contract. If you have any questions of law, consult your attorney.

222 **BUYER** Brian Machor 2-22-18 Address 40465 PARSONS RD
223 Print Name Brian Machor LAGRANGE OH 44050
224 **BUYER** Richard Markoski Date 2/22/18 Phone 440 355 6379
225 Print Name Richard Markoski Email Richard.m@windstream.net

Page 5 of 6 **BUYER'S INITIALS AND DATE**

RESIDENTIAL PURCHASE AGREEMENT
NEOHREX - Amended: August 2015

SELLER'S INITIALS AND DATE

Property Address: 3519 Kneirim DR LORAIN OH 44053

226 **ACCEPTANCE:** Seller accepts the above offer and irrevocably instructs escrow agent to pay from Seller's escrow
227 funds a commission of \$ _____ or _____ percent (7 %) of the
228 purchase price to RE/MAX Crossroads (Listing Broker) Strongsville (Office)
229 and \$ _____ plus _____ percent (_____ %) of the
230 purchase price to _____ (Listing Broker) _____ (Office),
231 and \$250 if the property is listed by RE/MAX Crossroads.

232 **SELLER** Walter J. Wojcik, Trustee Address 526 Superior Ave #211
233 Print Name Walter J. Wojcik, Trustee Cleveland OH 44114
234 in Bankruptcy for Marla B. Tomco

235 **SELLER** _____ Date 2/24/18 Phone 216 241 2628
Print Name _____ Email Wojcik@wojzikLPA.com

236 Selling Agent Name, RE License Number,
237 Telephone and Email:
238 PATTY CLARK
239 375410
240 216 804-4980
241 375410

Listing Agent Name, RE License Number,
Telephone and Email:

242 Selling Broker's Name, BR License Number,
243 Telephone and Email:
244 RE/MAX Crossroads, #2005008120
245 17149 SouthPark Center, Strongsville, OH 44136
246 Telephone: (440) 846-0077
247 Email: crossroads@remaxneo.com

Listing Broker's Name, BR License Number,
Telephone and Email:

BPM 2-22-18
RPM 2/22/18
Page 6 of 6 BUYER'S INITIALS AND DATE

RESIDENTIAL PURCHASE AGREEMENT
NECHREX - Amended: August 2015

WJW 2/24/18
SELLER'S INITIALS AND DATE



F. H. A. Addendum



This is an Addendum to the Residential Purchase Agreement dated 02/22/2018
for the purchase and sale of the Property known as:

(Street Address) 3519 Kneirim Dr

(City) Lorain, Ohio, (Zip Code) 44053-2216

between Richard F. MARKOWSKI and BRIAN MACHY (Buyer)
and WALDEMAR WATCIK, Trustee (Seller)

It is expressly agreed that notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the property not less than \$ 67,000. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD neither warrants the value nor the condition of the property. The Buyer should satisfy himself/herself that the price and condition of the property are acceptable.

FHA regulations require that every application for a Firm Commitment for mortgage insurance be submitted with a Certification signed by the Seller, the Buyer, and the Broker involved in the transaction, that the terms of the contract for purchase are true to the best of their knowledge and belief, and any other agreement entered into by any of the parties in connection with the transaction is attached to the sales contract.

The undersigned hereby certify that in submitting this request for a Firm Commitment for mortgage insurance, that the terms of the contract for purchase dated 2-22-18 are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to the sales contract.

BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE

SELLING AGENT

DATE

LISTING AGENT

DATE

RE/MAX Crossroads 02/22/2018
Patty Clark
COMPANY NAME DATE COMPANY NAME DATE

Section 1010 of Title 18, U.S.C., "Federal Housing Administration transaction," provides: "Whoever, for the purpose of - influencing in any way the action of such Administration - makes, passes, utters, or publishes any statement, knowing the same to be false - shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other Federal Statutes provide severe penalties for any fraud as intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of a loan by the Administrator for Veterans Affairs.

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F. H. A. Addendum
NEOHREX

revised/June 2010

RE/MAX Crossroads, 17149 Southpark Center Strongsville OH 44136

Patty Clark

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Phone: (440) 331-3870

Fax:

www.ziplogix.com

Kneirim 3519

ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT
BETWEEN WALDEMAR WOJCIK, TRUSTEE (AS SELLER) AND
RICHARD F. MARKOSKI AND BRIAN MACHOR (AS BUYER)

This Addendum to the contract for sale of real property at 3519 Kneirim Dr., Lorain, Ohio 44053 (hereinafter "the property") shall be considered in conjunction with the Purchase Contract executed by the parties thereto and shall govern that transaction to the extent inconsistent therewith.

Seller and Buyer agree as follows:

Seller is the Bankruptcy Trustee for Mark B. Tomco, the homeowner of record of the property. This proposed sale is therefore subject to Bankruptcy Court approval as to the specific terms of sale upon a Notice of Intent to Sell to be filed by Seller. Seller represents that the Bankruptcy Court has already entered an Order granting Trustee's Motion to Sell this property on 1/23/18 and represents that he reasonably anticipates no objections to his proposed acceptance of this Buyer's Offer upon a 14 day Notice of Intent To Sell.


In his capacity as Bankruptcy Trustee for the homeowner of record, Seller has never personally occupied the property and does not have personal knowledge of its condition and does not assume the responsibility for any repairs that may be needed, except as a credit against the purchase price to the extent set forth herein.

Promptly upon signing this Agreement, Buyer shall file the Point of Sale Application as completed and provided by Seller, with the City of Lorain and make arrangements with and pay for the \$100.00 cost of the City inspection relative to the property.

Buyer will assume the cost of and responsibility to perform all necessary repairs as may be required both by the City of Lorain in connection with its Point of Sale Inspection and by FHA in connection with its inspection.

The following provision replaces the reference to Seller paying \$750.00 referenced on line 82 of the Agreement: Seller and Buyers agree that \$750.00 per month rent was due from Buyers for both January, 2018 and February, 2018 and that that this was not paid. As a result, Mark B. Tomco has not fully paid all water and sewer charges due through the 1/22/18 service date, totaling \$194.85, plus the yet unissued bill through the 2/22/18 service date.

Seller and Buyers agree that upon closing of sale, the \$750.00 security deposit shall be credited towards the January and February rent due and further, that in lieu of paying additional monthly rent for March and April, 2018, Buyers shall instead immediately pay the \$194.85 water and sewer bill identified above plus all subsequent water and sewer bills for service periods ending 2/22/18, 3/22/18, 4/22/18 and up to and including the closing of sale and transfer of title. Subject to the closing of this sale and confirmation of the foregoing payments by Buyer, the remaining difference between the water and sewer charges paid by Buyer through closing and the monthly rent due through April, shall be a credit to the Buyers and shall no longer be due.

 2/25/2018

To secure payment of the final water and sewer charges through the date of title transfer, Buyers shall deposit an additional \$400.00 into escrow in addition to the Purchase Price, which amount shall be applied towards any outstanding charges owing through date of title transfer, as needed, or refunded to Buyers following verification that they have paid all water and sewer charges through the date of title transfer.

2/24/18
Date

Waldemar J. Wojcik, Trustee
Waldemar J. Wojcik, Trustee (SELLER)

2/25/2018
Date

Richard F. Markoski
Richard F. Markoski (BUYER)

2/25/18
Date

Brian Machor
Brian Machor (BUYER)

CERTIFICATE OF SERVICE

A copy of the foregoing Notice of Intent to Sell Real Property with Exhibits attached thereto was served on March 5, 2018 by ordinary U.S. Mail, postage prepaid and/or via ECF email upon those parties who receive notice through the Court's Electronic Noticing System, including upon each of the following:

Richard F. Markoski
40465 Parsons Rd.
LaGrange, OH 44050

Brian Machor
3519 Kneirim Dr.
Lorain, OH 44053

William J. Balena, Attorney for Debtor (via ECF email: docket@ohbksource.com)

Office of U.S. Trustee (via ECF email: Registered address @usdoj.gov)

Christopher E. Manolis, Attorney for Nationstar Mortgage LLC, dba Mr. Cooper
(via ECF email: cmanolis@logs.com)

Lorain County Treasurer, 226 Middle Ave., Elyria, OH 44035

To unsecured creditors listed in Debtor's Petition as follows:

Capio Partners LLC
2222 Texoma Pkwy. #150
Sherman, TX 75090-2481

Chase Card
P.O. Box 15298
Wilmington, DE 19850-5298

Cascade Capital, LLC
1670 Corporate Circle, #202
Petaluma, CA 94954-6952

Citi Bank
P.O. Box 6241
Sioux Falls, SD 57117-6241

Phoenix Financial Service
P.O. Box 361450
Indianapolis, IN 46236-1450

St Mary Emergency Group LLC
1125 Marguerite Street
Morgan City, LA 70380-1855

Teche Regional Medical Center
1125 Marguerite Street
Morgan City, LA 70380-1855

Waldemar Wojcik Co., L.P.A.

/s/ Waldemar J. Wojcik

WALDEMAR J. WOJCIK,
Attorney for Trustee